

1 LATONIA SMITH  
 2 9748 CANYON LANDING AVE.  
 3 LAS VEGAS, NV 89166  
 4 725-203-2455  
 5 PLAINTIFF IN PROPER PERSON

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 7 UNITED STATES DISTRICT COURT  
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 9 DISTRICT OF NEVADA

FILED	RECEIVED
ENTERED	SERVED ON
COUNSEL/PARTIES OF RECORD	
AUG 29 2019	
CLERK US DISTRICT COURT	
DISTRICT OF NEVADA	
DEPUTY	

10 LATONIA SMITH,

11 Plaintiff(s),

12 -vs-

CASE NO. 2:19-cv-00856-DJA

13 CAESARS ENTERTAINMENT

14 CORPORATION, a Delaware corporation;

15 PHWLV, LLC d/b/a PLANET HOLLYWOOD

16 RESORT AND CASINO, a Nevada limited

17 liability company; SHANNON PIERCE;

18 ETHAN THOMAS,

19 Defendant(s).

20 **PLAINTIFF'S REPLY IN SUPPORT OF LEAVE TO FILE AMENDED COMPLAINT**  
**(RESPONSE TO SHANNON PIERCE); MOTION TO STRIKE NEW/ IRRELEVANT**  
**ARGUMENTS/CASE LAW SPECIFIC TO ANTI-SLAPP MOTIONS**

21  
**PIERCE ARGUMENTS**

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 23 Defense for Shannon Pierce argues again, even inserting new arguments, that  
 24 Plaintiff's lawsuit is a SLAPP lawsuit. Since Plaintiff has already addressed this  
 25 argument, including the ways in which defendants have failed to meet all prongs in  
 26 categorizing Ms. Smith's suit as a SLAPP suit, in depth in her Opposition to the motions  
 27  
 28

1 to dismiss, Plaintiff will not readdress the argument herein. In fact, Ms. Smith moves to  
2 strike defense's new arguments concerning references to the SLAPP suit as it is  
3 irrelevant to Plaintiff's Motion for Leave to Amend her Complaint and is only being used  
4 by defense to add on to the earlier Motion to Dismiss.

5 Defense also argues that Plaintiff fails to state a claim. As with every other  
6 challenge defense makes, the blanket claims should be denied by the court.

7 **PLAINTIFF'S BREACH OF CONFIDENTIALITY CLAIM HAS MERIT**

8 Defense's argument about Ms. Pierce not being a party to the settlement, thus  
9 being able to breach the settlement effectively undermines every single argument he  
10 has made in this case referencing that Ms. Pierce only interacted with Ms. Smith in her  
11 capacity as an attorney, and further supports Ms. Smith's claims and her lawsuit  
12 concerning Ms. Pierce interacting with her, defaming her, and targeting her outside of  
13 her capacity as an attorney and outside of any connections to a litigation (Paragraphs 3-  
14 6 of Defendant's Opposition).

16 Directly contradicting the statement is defense's next few paragraphs stating that  
17 Ms. Pierce was allowed to disclose the agreement "as part of its request for protective  
18 or other relief," (meaning defense is now trying to revert back to Ms. Pierce solely acting  
19 in her capacity as an attorney thus allegedly giving her the right to disclose the  
20 agreement); this also further supports Ms. Smith's claims and lawsuit that Ms. Pierce  
21 inappropriately used the legal system (in an attempt to hide behind her job title) to target  
22 and defame Ms. Smith, including breaching the confidential settlement agreement,  
23 which she never had a right to disclose. Whether her defense wants to argue either of  
24 the contradicting positions, Pierce breached a confidential agreement that she was not  
25 at liberty to breach. Defense continues to assert two paragraphs from the agreement,  
26 which also undermines his claims, but fails to highlight the terms concerning the  
27 "confidentiality" and "disclosure" portion of the agreement, including the fact that any  
28

1 public disclosure must have been premised by actual proof of a breach (as the whole  
2 agreement was premised on Ms. Smith being absolved from the false accusations) and  
3 delivered to Ms. Smith's former counsel. The agreement is on file with the Court,  
4 unfortunately, to read. Defense then argues that the third-parties Pierce delivered the  
5 agreement to, along with further defamatory statements as evidenced, had an interest in  
6 it. This is evidently false. As proven, Ms. Smith was not the subject of her mother's  
7 lawsuit and there was absolutely no connection between Ms. Smith and her mother's  
8 lawsuit. Further, none of the parties who Pierce disclosed the agreement to knew Ms.  
9 Smith until Pierce communicated this to them. The agreement, on its face, prevented its  
10 disclosure and particularly in this instance where it was meant to protect Ms. Smith from  
11 the very thing Pierce used the agreement to accomplish—a public mudslinging of the  
12 Plaintiff based on unfounded allegations, which has caused Ms. Smith irreparable harm.  
13 Further, Pierce's attempts to insert Ms. Smith into her mother's lawsuit directly  
14 contradicts the standards of a SLAPP lawsuit, which requires that the party alleging a  
15 SLAPP suit could not have "made" it a public issue by placing it in a public forum  
16 (explained in Plaintiff's Opposition to Motions to Dismiss).

18 Plaintiff incorporates her motion for leave to file an amended complaint herein.

19 **PLAINTIFF'S CIVIL CONSPIRACY CLAIM HAS MERIT**

20 Defense cherry-picks from Plaintiff's Opposition and fails to read the rest of the  
21 paragraph concerning defendants' TPO filings, which clearly explain that the issues and  
22 their actions go well-beyond just simply "filing TPOs." The TPOs were filed in bad faith  
23 and with actual malice, and since Plaintiff has briefed this issue at length, she will not  
24 address it again herein. Plaintiff has already addressed defendant's argument about  
25 conspiring with itself. Plaintiff contends that Pierce acted in her individual capacity and  
26 was not acting on behalf of any clients, especially since Ms. Smith was not the subject  
27 of any lawsuit that she was involved when she was engaged in the civil conspiracy to

target Ms. Smith. Defendant again tries to revert back to hiding behind her job title as an attorney to assert that she could not conspire with clients, but the argument is incognizable as stated directly above and still fails. The Ninth Circuit has held that an attorney/s can be liable under common law torts if s/he goes beyond their proper role, and actively engages in misconduct, and the line must be drawn at the fact that Pierce's alleged "representation" of her clients did not (non-exhaustively herein) include Ms. Smith (who was never even mentioned in Mrs. Peruzar's litigation), did not include the need to distribute a confidential settlement agreement concerning Ms. Smith, did not include a need to engage in a conspiracy to maliciously target Ms. Smith, and did not include the need to attempt to insert Ms. Smith into an irrelevant and separate litigation. Defendant cannot reasonably (or possibly) argue an alternative given the facts. Thus, since defendant's only defense is to attempt to throw her legal status out in front of each claim (even when it doesn't make any sense) and it is evident that defendant was not acting a legal capacity when targeting Ms. Smith, as argued in Plaintiff's Leave to Amend Complaint, the claim of civil conspiracy is plausible.

All of Ms. Smith's existing claims and proposed new claims were further supported as probable by the evidence attached in her Opposition to the motions to dismiss, which Ms. Smith contends she should be allowed to complete discovery as the motions function as summary judgments laden with factual contentions.

## **CONCLUSION**

Attorneys cannot blur the lines and hide behind privileges and exemptions when they engage in gross misconduct. For the foregoing reasons, Ms. Smith contends that Defendant's opposition to the motion for leave to amend fails and Ms. Smith should be granted leave to amend her Complaint as attached to the Opposition, including the addition of the proposed causes of action against defendant.

Dated this 29th day of August 2019

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/s/ Latonia Smith  
LATONIA SMITH  
9748 CANYON LANDING  
AVE.  
LAS VEGAS, NV 89166



1  
2 CERTIFICATE OF SERVICE  
3

4 I certify that I am serving a true and correct copy of the attached REPLY TO OPPOSITION on the parties set forth below  
5 by:

6 \_\_\_\_\_ placing an original or true copy thereof in a sealed envelope with the correct prepaid postage affixed for  
7 collection and mailing in the United States Mail, at Las Vegas, Nevada.

8  Certified Mail, Return Receipt Requested of the document(s) listed above to the person(s) at the address(es)  
9 set forth below

10 \_\_\_\_\_ E-service

11 \_\_\_\_\_ Personal delivery through a process server of the document(s) listed above to the person(s) at the address(es)  
12 set forth below

13 Riley Clayton

14 HALL JAFFE & CLAYTON, LLP

15 7425 Peak Drive

16 Las Vegas, NV 89128

17 702-316-4111

18 [rclayton@lawhjc.com](mailto:rclayton@lawhjc.com)

19 Alex Fugazzi and Michael Paretti

20 SNELL AND WILMER

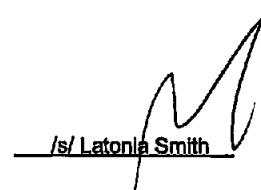
21 3883 Howard Hughes Parkway Suite 1100

22 Las Vegas, NV 89169

23 702-784-5200

24 [afugazzi@swlaw.com](mailto:afugazzi@swlaw.com)

25 [mparetti@swlaw.com](mailto:mparetti@swlaw.com)

26   
27 /s/ Latonia Smith

28 Plaintiff, In Proper Person

Dated this 29th day of August 2019